

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
	:	Case No. 17-10249 (LSS)
UNITED ROAD TOWING, INC. et al.,	:	
	:	Jointly Administered
Debtors. ¹	:	
	:	Hearing Date: March 6, 2017 at 11:00 a.m. (ET)
	:	Obj. Deadline: February 27, 2017 at 4:00 p.m. (ET)

**DEBTORS’ APPLICATION FOR AN ORDER AUTHORIZING EMPLOYMENT AND
RETENTION OF RUST CONSULTING/OMNI BANKRUPTCY AS ADMINISTRATIVE
AGENT NUNC PRO TUNC TO FEBRUARY 13, 2017**

United Road Towing, Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (each a “Debtor,” and collectively, the “Debtors”), by and through their proposed undersigned counsel, respectfully move (this “Section 327 Application”) for entry of an order substantially in the form of **Exhibit A** hereto (the “Retention Order”) pursuant to sections 327(a), 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) authorizing the employment of Rust Consulting/Omni Bankruptcy (“Rust Omni”) as Administrative Agent (the “Administrative Agent”) in the Debtors’ chapter 11 cases effective *nunc pro tunc* to February 13,

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag’s, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

2017. In support of the Section 327 Application, the Debtors submit the declaration of Paul H. Deutch (the “Deutch Declaration”), a copy of which is attached hereto as **Exhibit B**. In further support of the Section 327 Application, the Debtors, by and through their undersigned counsel, respectfully represent:

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to the Section 327 Application if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. The statutory predicates for the relief requested herein are sections 327, 330 and 331 of the Bankruptcy Code, Rules 2014 and 2016 of the Bankruptcy Rules, and Rules 2014-1 and 2016 of the Local Rules.

BACKGROUND

3. On February 6, 2017 (the “Petition Date”), the Debtors commenced voluntary cases (the “Chapter 11 Cases”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases and no committees have been appointed or

designated. The Court has entered an order for joint administration of these Chapter 11 Cases. As of the date hereof, no trustee, examiner, or statutory committee has been appointed.

4. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to these Chapter 11 Cases is set forth in the *Declaration of Michael J. Mahar of in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. 2] (the "First Day Declaration") filed on the Petition Date and incorporated herein by reference.²

RELIEF REQUESTED

5. By this Section 327 Application, the Debtors seek entry of an order authorizing them to employ and retain Rust Omni as the Administrative Agent for the Debtors pursuant to the terms and conditions of the Engagement Agreement (the "Engagement Agreement"), a copy of which is attached hereto as **Exhibit C**.

6. In addition to this Section 327 Application, the Debtors have filed an application under 28 U.S.C. § 156(c) for authorization to retain Rust Omni to serve as the claims and noticing agent in these cases (the "Section 156(c) Application"). This Court entered an order approving the Section 156(c) Application on February 7, 2017. *See* Docket No. 32. Given that the administration of these cases will require Rust Omni to perform duties outside the scope of 28 U.S.C. § 156(c), the Debtors supplement the Section 156(c) Application with this Section 327 Application.

7. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval:

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

. . . [M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

8. Bankruptcy Rule 2014(a) requires that an application for retention include:

. . . [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement or compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

SERVICES TO BE PROVIDED

9. The Debtors seek to retain Rust Omni to provide, among other things, the following bankruptcy administrative services, if and to the extent requested:

- i. Assist with, among other things, solicitation, balloting, and tabulation and calculation of votes, as well as preparing any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization (the "Balloting Services");
- ii. Generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;
- iii. In connection with the Balloting Services, handle requests for documents from parties in interest, including, if applicable, brokerage firms and bank back-offices and institutional holders;
- iv. Gather data in conjunction with the preparation, and assist with the preparation, of the Debtors' schedules of assets and liabilities and statements of financial affairs;
- v. Provide a confidential data room, if requested;
- vi. Managing and coordinating any distributions pursuant to a confirmed plan of reorganization or otherwise; and

- vii. Provide such other processing, solicitation, balloting, and other administrative services described in the Engagement Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors, the Court or Clerk of the Bankruptcy Court (the “Clerk”), including but not limited to the preparation of the Debtors’ monthly operating reports.

RUST OMNI’S QUALIFICATIONS

10. The Debtors believe that Rust Omni is well-qualified to serve in the capacity as Administrative Agent and that Rust Omni’s retention is in the best interests of the Debtors’ estates, creditors, and other parties-in-interest. The Debtors chose Rust Omni based on both its experience and the competitiveness of its fees. Rust Omni has provided identical or substantially similar services in other chapter 11 cases filed in this District and elsewhere, including, among others: *See In re ITT Educ. Servs., Inc.*, Ch. 11 Case No. 16-07207 (JMC) (Bankr. S.D. Indiana Sept. 16, 2016); *In re Draw Another Circle*, Ch. 11 Case No. 16-11452 (KJC) (Bankr. D. Del. June 13, 2016); *In re Corinthian Colleges, Inc., et al.*, Ch. 11 Case No. 15-10952 (KJC) (Bankr. D. Del. May 4, 2015); *In re Joyce Leslie, Inc.*, Ch. 11 Case No. 16-22035 (RDD) (Bankr. S.D.N.Y. Jan. 9, 2016); *In re Phoenix Brands, LLC*, Ch. 11 Case No. 16-11242 (BLS) (Bankr. D. Del. May 24, 2016); *In re Mission Grp. Kansas*, Ch. 11 Case No. 16-20656 (RDB) (Bankr. D. Kan. April 15, 2016); *In re Quirky, Inc.*, Ch. 11 Case No. 15-12596 (MG) (Bankr. S.D.N.Y. Sept. 22, 2015); *In re Peregrine Fin. Grp.*, Ch. 11 Case No. 12-27488 (CAD) (Bankr. N.D. Ill. July 10, 2012); *In re Garlock Sealing Techs., LLC, et al.*, Ch. 11 Case No. 10-31607 (JCW) (Bankr. W.D.N.C. June 5, 2010).³

PROFESSIONAL COMPENSATION

11. The fees Rust Omni will charge in connection with providing services to the Debtors are set forth in the Engagement Agreement. The Debtors respectfully submit that

³ Because of the voluminous nature of the orders cited herein, they are not attached to the Section 327 Application. Copies of these orders, however, are available on request of the Debtors’ proposed counsel.

Rust Omni's rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtors conducted a review and competitive comparison of other firms and reviewed the rates of other firms before selecting Rust Omni as Administrative Agent. The Debtors believe Rust Omni's rates are more than reasonable given the quality of Rust Omni's services and its professionals' bankruptcy expertise. Additionally, Rust Omni will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Engagement Agreement.

12. Rust Omni intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred on and after February 13, 2017 in connection with the services it provides as Administrative Agent pursuant to the Engagement Agreement. Rust Omni will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these Chapter 11 Cases regarding professional compensation and reimbursement of expenses.

13. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Rust Omni and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Rust Omni's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of an Administrative Agent in these chapter 11 cases.

14. The Debtors have not paid Rust Omni a retainer for its services as an Administrative Agent.

DISINTERESTEDNESS

15. The Debtors understand that except as otherwise set forth in the accompanying Deutch Declaration and other than in connection with these cases, Rust Omni and its employees, (a) do not have any connection with any of the Debtors, their affiliates, their creditors, or any other party in interest, or their respective attorneys and accountants, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) or any person employed in the office of the same, or any judge in the Bankruptcy Court for the District of Delaware or any person employed in the offices of the same with respect to any matter for which it will be employed; (b) are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the estates.

16. In the Deutch Declaration, Rust Omni represents, among other things that:
- i. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as administrative agent in these cases;
 - ii. by accepting employment in these cases, Rust Omni waives any right to receive compensation from the United States government in connection with these chapter 11 cases;
 - iii. it is not an agent of the United States and is not acting on behalf of the United States in these cases;
 - iv. it will not misrepresent any fact to the public; and
 - v. it will not employ any past or present employees of the Debtors in connection with its work as Administrative Agent in these chapter 11 cases.

17. Rust Omni will conduct an ongoing review of its files to ensure that no conflict or other disqualifying circumstance exists or arises. If any new facts are discovered, Rust Omni will supplement its disclosure to the Court.

18. For the foregoing reasons, the Debtors believe that the retention of Rust Omni is in their best interest and the best interests of their estates, creditors, and other parties-in-interest, and therefore, the Debtors desire to retain and employ Rust Omni as their Administrative Agent upon the terms set forth herein and in the Engagement Agreement.

NOTICE

19. The Debtors will provide notice of this Section 327 Application to: (i) the U.S. Trustee; (ii) counsel to Wells Fargo Bank, N.A. and Medley Capital Corporation; (iii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; and (iv) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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CONCLUSION

WHEREFORE, the Debtors respectfully request the entry of an order substantially in the form of **Exhibit A**, authorizing Rust Omni to act as Administrative Agent to the Debtors, and granting Debtors such other relief as may be appropriate.

Dated: February 13, 2017
Mokena, Illinois

/s/ Michael J. Mahar
Michael J. Mahar, CFO

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
	:	Case No. 17-10249 (LSS)
UNITED ROAD TOWING, INC. et al.,	:	
	:	Jointly Administered
Debtors.¹	:	
	:	Hearing Date: March 6, 2017 at 11:00 am (ET)
	:	Obj. Deadline: February 27, 2017 at 4:00 pm (ET)

**NOTICE OF DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING
EMPLOYMENT AND RETENTION OF RUST CONSULTING/OMNI
BANKRUPTCY AS ADMINISTRATIVE AGENT *NUNC PRO TUNC* TO
FEBRUARY 13, 2017**

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) COUNSEL TO WELLS FARGO BANK, N.A. AND MEDLEY CAPITAL CORPORATION; (III) THE DEBTORS' THIRTY (30) LARGEST UNSECURED CREDITORS ON A CONSOLIDATED BASIS; AND (IV) ALL PARTIES WHO HAVE FILED A NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF PAPERS PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that United Road Towing, Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), have filed the attached *Debtors' Application for an Order Authorizing Employment and Retention of Rust Consulting/Omni Bankruptcy as Administrative Agent Nunc Pro Tunc to February 13, 2017* (the "Application").

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Application must be filed on or before **February 27, 2017, at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, copies of any responses or objections to the Application must be served upon the proposed undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag's, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat's Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors' mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON MARCH 6, 2017 AT 11:00 A.M. (ET) BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM 2, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE APPLICATION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.

Dated: February 13, 2017
Wilmington, Delaware

YOUNG CONAWAY STARGATT
& TAYLOR, LLP

/s/ M. Blake Cleary

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*Proposed Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Form of Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
UNITED ROAD TOWING, INC. et al.,	:	Case No. 17-10249 (LSS)
	:	
Debtors.¹	:	Jointly Administered
	:	
	:	Docket Ref. No. _____

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF RUST OMNI AS
ADMINISTRATIVE AGENT NUNC PRO TUNC TO FEBRUARY 13, 2017**

Upon consideration of the application (the "Section 327 Application")² of the Debtors for employment and retention of Rust Omni as Administrative Agent *nunc pro tunc* to February 13, 2017 pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, all as more fully described in the Section 327 Application; and upon the Deutch Declaration submitted in support of the Section 327 Application; and the Court being satisfied that the Rust Omni has the capability and experience to provide the services described in the Section 327 Application and Rust Omni does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Section 327 Application having been given and no other or further notice being required; and it appearing that the employment of Rust Omni is

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag’s, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 327 Application.

in the best interests of the Debtors, their estates, and creditors; and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. The Section 327 Application is granted as set forth herein.
2. The Debtors are authorized to employ and retain Rust Omni as their administrative agent, effective *nunc pro tunc* to February 13, 2017, on terms set forth in the Section 327 Application, the Engagement Agreement, and this Order.
3. Rust Omni is authorized to provide the administrative services described in the Section 327 Application.
4. Rust Omni is authorized to take such other action to comply with all duties set forth in the Section 327 Application.
5. Rust Omni shall apply to the Court for allowance of compensation and reimbursement of expenses incurred on and after February 13, 2017 in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases regarding professional compensation and reimbursement of expenses.
6. The Debtors shall indemnify Rust Omni under the terms of the Engagement Agreement, as modified pursuant to this Order.
7. Rust Omni shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and indemnification, contribution, or reimbursement therefor are approved by the Court.
8. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Rust Omni, or provide contribution or

reimbursement to Rust Omni, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Rust Omni's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Rust Omni's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theater Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Rust Omni should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

9. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, Rust Omni believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Rust Omni must file an application therefor in this Court, and the Debtors may not pay any such amounts to Rust Omni before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Rust Omni for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Rust Omni. All parties in interest shall retain the right to object to any demand by Rust Omni for indemnification, contribution, or reimbursement.

10. The Debtors and Rust Omni are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Section 327 Application.

11. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

12. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

13. In the event of any inconsistency between the Engagement Agreement, the Section 327 Application and the Order, the Order shall govern.

Dated: _____, 2017
Wilmington, Delaware

Laurie Selber Silverstein
United States Bankruptcy Judge

EXHIBIT B

Deutch Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
UNITED ROAD TOWING, INC. et al.,	:	Case No. 17-10249 (LSS)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	

**DECLARATION OF PAUL H. DEUTCH IN SUPPORT OF DEBTORS’ APPLICATION
FOR AN ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF RUST
OMNI AS ADMINISTRATIVE AGENT *NUNC PRO TUNC* TO FEBRUARY 13, 2017**

I, Paul H. Deutch, under penalty of perjury, declare as follows:

1. I am the Executive Managing Director of Rust Consulting/Omni Bankruptcy (“Rust Omni”), an administrative services firm that specializes in the administration of large bankruptcy cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtors’ and debtors’ in possession (collectively, the “Debtors”) *Application for an Order Authorizing*

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag’s, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

Employment and Retention of Rust Omni as Administrative Agent Nunc Pro Tunc to February 13, 2017, which was filed contemporaneously herewith (the “Section 327 Application”).

3. Rust Omni’s professionals have acted as debtor’s counsel or official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Rust Omni’s cases as Administrative Agent include: *In re ITT Educ. Servs., Inc.*, Ch. 11 Case No. 16-07207 (JMC) (Bankr. S.D. Indiana Sept. 16, 2016); *In re Draw Another Circle*, Ch. 11 Case No. 16-11452 (KJC) (Bankr. D. Del. June 13, 2016); *In re Corinthian Colleges, Inc., et al.*, Ch. 11 Case No. 15-10952 (KJC) (Bankr. D. Del. May 4, 2015); *In re Joyce Leslie, Inc.*, Ch. 11 Case No. 16-22035 (RDD) (Bankr. S.D.N.Y. Jan. 9, 2016); *In re Phoenix Brands, LLC*, Ch. 11 Case No. 16- 11242 (BLS) (Bankr. D. Del. May 24, 2016); *In re Mission Grp. Kansas*, Ch. 11 Case No. 16- 20656 (RDB) (Bankr. D. Kan. April 15, 2016); *In re Quirky, Inc.*, Ch. 11 Case No. 15- 12596 (MG) (Bankr. S.D.N.Y. Sept. 22, 2015); *In re Peregrine Fin. Grp.*, Ch. 11 Case No. 12- 27488 (CAD) (Bankr. N.D. Ill. July 10, 2012); *In re Garlock Sealing Techs., LLC, et al.*, Ch. 11 Case No. 10-31607 (JCW) (Bankr. W.D.N.C. June 5, 2010).

4. As Administrative Agent, Rust Omni will perform the bankruptcy administration services specified in the Section 327 Application and the Engagement Agreement. In performing such services, Rust Omni will charge the Debtors the rates set forth in the Engagement Agreement which is attached hereto as Exhibit C to the Section 327 Application.

5. Rust Omni represents, among other things, that:
- i. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as administrative agent in these cases;
 - ii. by accepting employment in these cases, Rust Omni waives any right to receive compensation from the United States government in connection with these chapter 11 cases;

- iii. it is not an agent of the United States and is not acting on behalf of the United States in these cases;
- iv. it will not misrepresent any fact to the public; and
- v. it will not employ any past or present employees of the Debtors in connection with its work as Administrative Agent in thee chapter 11 cases.

6. Rust Omni is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, in that Rust Omni and its professional personnel:

- i. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as administrative agent in these cases;
- ii. by accepting employment in these cases, Rust Omni waives any right to receive compensation from the United States government in connection with these chapter 11 cases;
- iii. it is not an agent of the United States and is not acting on behalf of the United States in these cases;

7. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest attached hereto as **Exhibit 1** (the “Potential Parties in Interest”) in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and included the Debtors, non-Debtor affiliates, current and former directors and officers of the Debtors, significant stockholders, secured creditors, the Debtors’ largest unsecured creditors on a consolidated basis, contract counterparties and other parties. The results of the conflict check were compiled and reviewed by Rust Omni professionals under my supervision. At this time, and as set forth in further detail herein, Rust Omni is not aware of any relationship that would present a disqualifying conflict of interest. Should Rust Omni discover any new relevant facts or relationships bearing on the matters described herein during the period

of its retention, Rust Omni will use reasonable efforts to file promptly a supplemental declaration.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Rust Omni, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Rust Omni may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Rust Omni serves or has served in a neutral capacity as Claims and Noticing Agent and/or Administrative Agent for another chapter 11 debtor.

9. Rust Omni has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Rust Omni and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Rust Omni may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

10. Rust Omni and its personnel in their individual capacities regularly utilize the services of law firms, accounting firms, and financial advisors. Such firms engaged by Rust Omni or its personnel may appear in chapter 11 cases representing the Debtors or parties in interest. All engagements where such firms represent Rust Omni or its personnel in their individual capacities are unrelated to these chapter 11 cases.

11. To the best of my knowledge, neither Rust Omni nor any of its employees represents any interest materially adverse to the Debtors' estates with respect to any matter upon

which Rust Omni is to be engaged. Based on the foregoing, I believe that Rust Omni is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code.

[remainder of page intentionally left blank]

Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Executed on this 13th day of February, 2017

Paul H. Deutch

PAUL H. DEUTCH

Exhibit 1**Potential Parties in Interest**

Schedule	Description
1(a)	Current and Former Directors and Officers
1(b)	Agents and Indenture Trustees
1(c)	Beneficiaries of Letters of Credit
1(d)	Bondholders and Lenders
1(e)	Counterparties to Significant Leases and Executory Contracts
1(f)	Equity Holders
1(g)	Insurers
1(h)	Professionals
1(i)	Regulatory Authorities
1(j)	Significant Litigation Counterparties
1(k)	Significant Unsecured Creditors/Significant Vendors
1(l)	Surety Bonds
1(m)	Taxing Authorities
1(n)	U.S. Trustee, Judges, and Court Contacts
1(o)	Utilities

Schedule 1(a) – Current and Former Directors and Officers

Gerald J. Corcoran
Patrick Fodale
Michael Mahar
Joel Braverman
Thomas Tedford III
Edward Arensforf
Douglas Harff
George Bergeron
Ryan Davids
Gary Kessler
John Shoemaker
Robert Levine
Edward V. Corcoran
James Shevlet
Brooke Hayes
Steven Smith
Grand D. MacQuiklan
W David Parker

Schedule 1(b) – Agents and Indenture Trustees

Wells Fargo Bank, National Association
Medley Capital Corporation

Schedule 1(c) – Beneficiaries of Letters of Credit

ACE American Insurance n/k/a Chubb

Schedule 1(d) Bondholders and Lenders

Wells Fargo Bank, National Association
Medley Capital Corporation

Schedule 1(e) – Counterparties to Significant Leases and Executory Contracts

142 Mystic, Inc.
4100 Cheyenne, LLC
50 Mystic Avenue, LLC
AKAC Properties, LLC
Ammon Properties, LLC
Avenida Encinas LLC
Brian Boomsma and Pete Lindemulder
Broadway Investments, Inc.
Building Number Sixteen, LLC

Building Number Twenty-Six, LLC
Challenge Investment Group, LLC
City of San Antonio
Cynthia J. Maiorano
Daniel P. Lagone and Cynthia A. Lagone
Donald L. & Charlotte O. Wilson Family Trust
Garvin W. Robertson & Rita L. Robertson
Gregory R and Lisa K Baker Trs of the Baker Trust
Industrial Number Sixteen, LLC
Jared Gruett
Jared Gruett and Pete Olson
John and Sharon Lewis
Joseph S. Perry and Cynthia L. Perry
L. William and Muriel Goldojarb 1988 Revocable Trust
Landscapes USA
Laraway Center LLC
LBJ Concourse Office Partner, LP
Lucky Star Properties LLC
Mark Chapparone and Deborah Chapparone
Metropolitan Government of Nashville
Mobile Facilities of IL, Inc.
Municipal Investor Group, LP
Parcel D, LLC and Industrial Parcel D, LLC
Paul Beagle and Adelle Beagle
Pete Olson and Deborah Olson
Reynland Properties, Inc.
State of Texas acting through the Texas Department of Transportation
SWG Properties, LLC
The Berry Trust
The Corcoran Family Trust
Towrite, Inc.
Tuch Metals
Victoria Lynne O'Connor-Boden

Schedule 1(f) – Equity Holders

Medley Capital Corporation
Milestone Partners II, L.P.
Milestone Partners II, L.P. 2
Beall III Family LP
Conifer Partners I, LLC
Durham Capital, LLC
H. Fred Levine and Velva G. Levine JT
Jeffrey M. Kalan Revocable Trust
Shoemaker Joint Venture, LLC
CMP/URT Holdings, LLC
Legg Mason SBIC Mezzanine Fund, L.P.

David Beall
Patrick J. Fodale
Richard D. Jaquith
Thomas M. Hagerty
Gerald Corcoran
Michael Mahar

Schedule 1(g) – Insurers

Berkshire Hathaway Homestate Companies
National Liability & Fire Insurance Co.
Lexington Insurance Company
Ace American Insurance Co.
Zurich American Insurance Co.
Illinois Union
Endurance American Specialty
Chubb
City of Minneapolis
City of North Las Vegas
City of Saint Paul
City of San Antonio
Commonwealth of Massachusetts
Endurance American Specialty
Federal Motor Carrier
Illinois Union
Indian Harbor Insurance Co.
Las Vegas Metropolitan Police Dept.
Massachusetts Department of Transportation
Massachusetts Turnpike Authority
Nevada Department of Taxation
Oregon DOT
State of California
State of Nevada
Vehicles, Occupational & Business Licensing Section
Western Surety Company

Schedule 1(h) – Professionals

Winston & Strawn LLP
Getzler Henrich & Associates LLC
Young Conaway Stargatt & Taylor, LLP
SSG Capital Advisors, LLC
AMT Auction Marketing LLC
Law Office of Bernard F. Crotty, P.C.
Rene Bates Auctioneers
Jackson Lewis P.C.

Douglas Troiani
M. Edward Lopez
David Tauro
Toschi, Sidran, Collins & Doyle
BKD LLP
Suloway & Hollis P.L.L.C.
Chadwick & Stone, LLP
DK Law Group, LLP

Schedule 1(i) – Regulatory Authorities

Internal Revenue Service
Office of the United States Attorney
Office of the United States Trustee
Secretary of the Treasury
Securities & Exchange Commission
U.S Attorney's Office

Schedule 1(j) – Significant Litigation Counterparties

IncidentClear, LLC
Bergeron, George
Davids, Ryan
First Service Credit Union

Schedule 1(k) – Significant Unsecured Creditors/Significant Vendors

24 Hr Wrecker
A & N Towing and Transport
A.B. Collier Wrecker Service, LLC
A1 Easy Towing
Advanced Towing Inc.
AL & Y Towing
Alamo1
All Data
All Day Towing LLC
Always Towing
AmeriQuest Transportation Service
Angel Rios Towing
Anthony Cantrell d/b/a One Stop, One Step
Apollo Delivery & Wrecker Services, Inc.
Bailey's Wrecker Service
Banneker Energy, LLC
Barcode Applications, Inc.

Black & White Garage, Inc.
Black Dog Petroleum
Brad's Tire, Inc.
Brown's Wrecker Service
CAARS, Inc.
California Highway Patrol
Canon Cochran Management Services, Inc.
Carson Tire Service, Inc.
Carter's Service Center
Chapmans Wrecker Service
Chemex of Northern IL, Inc.
Chicago Tire, Inc.
Clark & Howard Tow
Classic Towing
Clean Energy
Comlink Wireless, Inc.
Compulink Management Center, Inc.
Crown Towing
D&W Towing & Recovery
Dad's Towing Service, Inc.
Dallas Discount Towing LLC
Daniels Printing & Office Supply
Danyer Towing
Donelson Wrecker Service
E&G Towing
Ewing Bros. Inc.
EZ-Pass
FGI Incorporated
Fleet Pride
Fleet Technology & Maintenance
G&E Sales Corporation
Galpin Motors, Inc.
Haddick Towing, Inc.
Hamblen's Wrecker Service
Hillwood Wrecker Service
Hollis Towing
Howard Sommers Towing, Inc.
IMOTOWED Ent, d/b/a Richard's Towing
J Duque Towing
J&S Towing
J&S Towing & Recovery, Inc.
JMT Towing
Jody Wade Enterprises, LLC dba Big Daddys
Joe's Towing
Katrina Towing
Kenworth (AmeriQuest)

Lara's Towing Service
Larry's Towing
Las Vegas Executives Assoc.
LED Transport
Lightning Towing
Logistical Solutions
Lucky Transport
Luxury Towing
M & M Auto and Diesel
Marron Towing
Martin's Wrecker Service
Maters Transportation
McAllister Equipment Co.
McIntyre Truck & Trailer Casa View
Mederos Transport
Michelin (AmeriQuest)
Midwest Towing & Recovery
Mike's Custom Towing
Miller Industries Towing
Mission Wrecker Service Sa, Inc.
Mitchell's West Nashville Wrecker Service
Mortons Flying J Travel Plaza
N&N Towing
Norge Towing
Omnitracs
Pablo Quintero Towing
Pajak's Towing
Parking Lot Services
Pat's Towing
Patrick Schmidt Hauling and Recycling
Perm A Seal, Inc.
Purchase Power
Quick Silver Towing, Inc.
Quilez & Associates
Quimex, Inc.
R&B Towing
RJ Young Company
Road Master dba Cotton's Towing
Road Master dba Tow Pro, Inc.
Romco Equipment Co., LLC
SAMORA TOWING
Sanchez Paving, Co.
Sandy's Auto and Truck Service
Secure-24
Smith's Wrecker Service
Southern Tire Mart, LLC

Stevens Automotive Transport
Sun Pass
T&T Business Systems
Teletrac
Ten-West Towing
Texas Roadside Service(s)
The Towing Management Solutions LLC
Three D Towing
Toll Transport
Tommy's Wrecker Service, Inc.
Tow Exchange
Tow Masters
Towing Specialists Inc. dba Swanny & McDonald
Tropical Towing
TX Tow Corp dba Texas Towing
Tyler Boy Wrecker Service
UniFirst Corporation
US Tow, Inc.
Valero & P Towing
Vinitsky Consulting, Inc.
Wolf's Towing & Auto Repair
Worldwide Equipment Sales, LLC
Wrecker Express Transportation, Inc.
Xcira LLC
Yaniel Garcia
Yuniel Towing

Schedule 1(l) – Surety Bonds and Obligees

City of Minneapolis
City of Minneapolis
City of North Las Vegas
City of Saint Paul
City of San Antonio
Commonwealth of Massachusetts
Federal Motor Carrier Safety Administration
Las Vegas Metropolitan Police Dept.
Massachusetts Department of Transportation
Massachusetts Turnpike Authority
Nevada Department of Taxation
Nevada Dept. of Vehicles, Occupation & Business Licensing Section
Oregon DOT, Motor Carrier Transportation Branch
Platte River Insurance Company
Ramsey County
State of California, Department of Motor Vehicles
State of Nevada

Schedule 1(m) – Taxing Authorities

Arizona Dept. of Revenue
Arkansas Dept. of Revenue
Board of Equalization California
California Dept. of Revenue
Charlotte Wilson (property taxes)
City of Los Angeles
Cindy Maiorano (property taxes)
City of Medford
City of San Antonio
Clark County
Colorado Dept. of Revenue
Connecticut Dept. of Revenue
Collin County, TX
Cook County Treasurer
Dallas County, TX
Davidson County
Dean Daily (property taxes)
Dept. of Treasury
Florida Dept. of Revenue
Franchise Tax Board California
Hennepin County
Illinois Dept. of Revenue
Indiana Dept. of Revenue
IRS
Kansas Dept. of Revenue
Kenneth Maun Collin County
Kentucky Dept. of Revenue
Los Angeles County, CA
Los Angeles Tax Collector
Massachusetts Dept. of Revenue
Michael Terry Lloyd (property taxes)
Michigan Dept. of Revenue
Minnesota Dept. of Revenue
Nevada Dept. of Revenue
New Mexico Dept. of Revenue
New York Dept. of Revenue
Ramsey County
Ron Wright Tarrant County
San Bernardino County
SBC Tax Collector
Secretary of State (all states)
State of Arkansas
State of Colorado
State of Delaware

State Treasurer
Tarrant County
Tennessee Dept. of Revenue
Texas Dept. of Revenue
Town of Glastonbury Connecticut
Van Nuys Airport
Village of Mokena
Will County Treasurer
Wisconsin Dept. of Revenue

Schedule 1(n) – U.S. Trustee, Judges, and Court Contacts

Brendan L. Shannon
Kevin J. Carey
Kevin Gross
Laurie Selber Silverstein
Christopher S. Sontchi
Mary F. Walrath
Una O’Boyle
T. Patrick Tinker
Lauren Attix
David Buchbinder
Linda Casey
Natalie Cox
Holly Dice
Shakima L. Dortch
Timothy J. Fox, Jr.
Diane Giordano
Christine Green
Benjamin Hackman
Jeffrey Heck
Mark Kenney
Jane Leamy
Hannah M. McCollum
James R. O’Malley
Michael Panacio
Juliet Sarkessian
Richard Schepacarter
Edith A. Serrano
Karen Starr
Ramona Vinson
Michael West
Dion Wynn

Schedule 1(o) – Utilities

Amerigas
Artesia Springs
AT&T
AT&T Long Distance
AT&T Mobility
Atmos Energy
Birch Telecom
Burtec Waste Industries, Inc.
Centerpoint Energy
Century Link
City N. Las Vegas Finance Dept.
City of Chicago Heights
City of Dallas Utilities & Services
City of Markham
City of Plano Utilities
City of Pomona
City of Redlands
Comcast
ComEd
Cortez Liquid Waste Services, Inc.
Cox Communications Inc.
DIRECTV
Dish Network
Eversource
Frontier
Ft. Worth Water Department
Groot Industries
Homewood Disposal
Hudson Energy Services LLC
L.A. DWP
Level (3) Communications LLC
MCI Telecom
Metro Water Services
Minneapolis Finance Dept.
Mission Valley Sanitation
Nashville Electric Service
National Grid
NIC Technologies (DOT)
Nicor Gas
NV Energy
Ontario Municipal
Pacific Telemanagement
Paetec Communications
POPP Communications
Professional Wireless Communications
Progressive Waste Solutions of TX, Inc.

Republic Services
Republic Services #794
Republic Services of S. Nevada
Saint Paul Regional Water Services
Southern California Edison Co.
Sparkletts
Spring
Telepacific Communications
The Gas Company
Time Payment Corp.
Time Warner Cable
Time Warner Cable Inc.
Tri-State Disposal, Inc.
TXU Electric
Verizon
Verizon, Co.
Village of Glenwood Water Dept.
Walters Recycling and Refuse
Waste Management
Waste Management
Waste Management – Sun Valley
Xcel Energy
XO

EXHIBIT C

Engagement Agreement



January 27, 2016

Michael J. Mahar, CPA
Chief Financial Officer
United Road Towing, Inc.
9550 Bormet Drive, Suite 301
Mokena, Illinois 60448

**Re: Rust Consulting/Omni Bankruptcy
-Retention letter**

Mr. Mahar:

This letter (the "Agreement") will acknowledge that you have requested Rust Consulting/Omni Bankruptcy ("Rust Omni") to provide services to United Road Towing, Inc. and twenty-eight (28) related entities (the "Companies") in preparation of, and in connection with, the Companies' potential joint chapter 11 filing. Rust Omni will make itself available to the Companies, as requested, for the purposes of assisting the Companies with pre- and post-petition case administration matters including data entry, preparation and management of the creditor matrix, preparation of schedules of assets and liabilities and statements of financial affairs, claims management, noticing, plan solicitation and tabulation, distribution, the development and maintenance of a virtual data room, the development and maintenance of an informational website, and any other services as may be requested by the Companies.

The services to be rendered by Rust Omni will be billed at rates ranging from \$26.25 to \$146.25 per hour as per the attached rate sheet. Rates are adjusted annually on January 2nd of each year, and are subject to increases not to exceed ten (10%) percent per annum. Increases greater than ten (10%) percent per annum will be discussed with you, and be subject to your prior approval, before becoming effective.

For all such services rendered, we require a \$15,000 retainer, which such retainer must be replenished immediately prior to the commencement of the Companies' chapter 11 proceedings. All charges will be on a portal to portal basis plus out-of-pocket expenses. Rust Omni shall be compensated on a monthly basis for those services performed by Rust Omni during the

Michael J. Mahar
January 27, 2017
Page 2

preceding calendar month. Invoices are payable upon submission.

Each of Rust Omni and the Companies, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

The parties understand that the software programs and other materials furnished by Rust Omni pursuant to this Agreement and/or developed during the course of this Agreement by Rust Omni are the sole property of Rust Omni. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Companies agree not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement. The Companies further agree that any ideas, concepts, know-how or techniques relating to data processing or Rust Omni's performance of its services developed during the course of its Agreement by Rust Omni shall be the exclusive property of Rust Omni. Upon the Companies' request at any time or times while this Agreement is in effect, Rust Omni shall immediately deliver to the Companies and/or the Companies' retained professionals, at the Companies' expense, any or all of the non-proprietary data and records held by Rust Omni pursuant to this Agreement, in the form requested by the Companies.

This Agreement is terminable at will by the parties hereto upon thirty (30) days written notice. In the event that this Agreement is terminated, regardless of the reason for such termination, Rust Omni shall cooperate with the Companies to maintain an orderly transfer of all records, data and information and record keeping functions, and shall provide all necessary staff, services and assistance required for an orderly transfer. The Companies agrees to pay for such services in accordance with Rust Omni's then existing

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Michael J. Mahar
January 27, 2017
Page 3

prices for such services.

Please acknowledge the above by signing and returning a copy of this letter. Should you have any questions regarding the above, please do not hesitate to call me.

Sincerely,



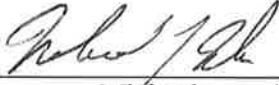
Paul H. Deutch
Executive Managing Director

Enc.

cc: Carrie Hardman, Esq.
Brian K. Osborne

UNITED ROAD TOWING, INC., ET AL.

Date: 1/30/17

By: 
Mr. Michael J. Mahar
Chief Financial Officer



Rate Sheet

WWW.OMNIMGT.COM

Hourly Rates for Standard and Custom Services

RATE/COST

Clerical Support	\$26.25 - \$37.50 per hour
Project Specialists	\$48.75 - \$63.75 per hour
Project Supervisors	\$63.75 - \$78.75 per hour
Consultants	\$78.75 - \$105.00 per hour
Technology/Programming	\$82.50 - \$123.75 per hour
Senior Consultants	\$131.25 - \$146.25 per hour
Equity Services	\$168.75 per hour

Printing and Noticing Services

Copy	\$.08 per image
Document folding and insertion	No Charge
Labels/Envelope printing	\$.035 each
E-mail noticing	No Charge
Certified email	Quote upon request
Facsimile noticing	\$.10/image
Postage	At cost (Advance payment required for postage charges over \$10,000)
Envelopes	Varies by size

Newspaper and Legal Notice Publishing

Coordinate and publish legal notice	Quote prior to publishing
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Claims Management

Inputting proofs of claim	Hourly rates (No per claim charges)
Scanning	\$.10/image
Remote Internet access for claims management	
Setup	No charge
Access	No charge

Creditor Database

Data storage	Waived for 3 months. Under 10,000 records - No charge, Over 10,000 records - .06 per record, Over 100,000 records - .05 per record
Per image storage	No charge

Informational Website

Creation, configuration, and initial setup	No charge
Data entry/information updates	\$56.25 per hour
Programming and customization	\$82.50 - \$123.75 per hour
Court Docket and Claims Docket Updates	No charge
Debtor website hosting	No charge
Committee website hosting	No charge

Rate Sheet

WWW.OMNIMGT.COM

Shareholder website hosting	No charge
Scanning	\$.10/image

▲ Virtual Data Rooms Quote upon request

▲ Call Centers / Dedicated Line

Creation, configuration and initial setup	No charge
Hosting fee	\$5.50 per month
Usage	\$.0825 per minute
Service rates (actual talk and log-entry time)	\$48.75 - \$63.75 per hour

▲ Case Docket / Claims Register No charge

▲ Solicitation and Tabulation

Plan and disclosure statement mailings	Quoted prior to printing
Ballot tabulation	Standard hourly rates apply

▲ Public Debt and Equities Securities and/Rights Offerings Services

Noticing Services	Standard hourly rates apply
Solicitation, Balloting and Tabulation	Standard hourly rates apply
Rights Offerings	Standard hourly rates apply
Security Position Identification Reports	Standard hourly rates apply

▲ Schedules / SoFA

Preparation and updating of schedules and SoFAs	\$26.25 - \$146.25 per hour
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▲ Pre-Petition Consulting Services

(e.g., preparation of cash flow, analysis of cash management system, evaluation of insurance coverage, assist with payroll, assist procurement and distribution of cashiers checks)	Standard hourly rates apply
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▲ UST Reporting Compliance

(e.g., assist debtors to meet satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports)	Standard hourly rates apply
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▲ Liquidating / Disbursing Agent

(e.g., comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations)	Standard hourly rates apply
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▲ Miscellaneous

Telephone charges	At cost
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Rate Sheet

WWW.OMNIMGT.COM

Delivery	At cost
Archival DVD/CD-Rom	\$40.00 per copy

▲ Real-Time Reports

Claims dashboard	No charge
Claim reports	\$25.00
Solicitation dashboard	No charge
Tabulation dashboard	No charge
Solicitation reports	\$25.00
Service list manager	\$0.05 per party, per generated list